

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
JOHN F. KENNEDY SPACE CENTER  
AND FIREFLY AEROSPACE INC.  
UNDER SPACE ACT UMBRELLA AGREEMENT  
KCA-4671 (ANNEX1)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Partner with Launch Telemetry and Communication Services for three (3) launch and reentry efforts. These services are operated by the NASA Launch Services Program at Vandenberg Air Force Base (VAFB) and include: the NASA telemetry lab, Mission Director's Center, Launch Vehicle Data Centers, and other communications services or connectivity. These services do not include use of Communication Security or Tracking and Data Relay Satellite System equipment.

The legal authority for this Annex, consistent with the Umbrella Agreement, is the National Aeronautics and Space Act, 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

A. NASA KSC will use reasonable efforts to:

1. Provide Building B836 Telemetry lab support for Partner's missions.
2. Provide financial reports detailing the services provided and the associated cost.

B. Partner will use reasonable efforts to:

1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 4 for the services set forth herein.
2. Forward advance payments for each launch to NASA in accordance with the Umbrella Agreement to this Annex.
3. Request and coordinate services appropriately with the NASA technical point of contact in Article 8 via e-mail with 60 days advance notice.

### ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

For each launch, Partner provides NASA final requirements and planned need dates. Launch minus 45 days

### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$314,026.21 for NASA to carry out its responsibilities under this Annex. Partner shall mark each payment with "Kennedy Space Center KCA-4671-1." Partner shall make advance payment to NASA KSC for the services at least thirty (30) days in advance of a planned launch telemetry and communication services.

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
3. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

#### ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or two years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

#### ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

##### Management Points of Contact

NASA John F. Kennedy Space Center  
John Hueckel  
Partnership Development Manager  
Mail Stop: AD-C  
Kennedy Space Center, FL 32899  
Phone: 321-431-9348  
john.t.hueckel@nasa.gov

Firefly Aerospace Inc.  
Robb Kulin  
Chief Operating Officer  
1320 Arrow Point Drive  
Cedar Park, TX 78613-2169  
Phone:  
robb.kulin@firefly.com

## Technical Points of Contact

NASA John F. Kennedy Space Center  
Reed Divertie  
Chief, Ground Systems Integration Branch  
Mail Suite: VA-E1  
Kennedy Space Center, FL 32899  
Phone: 321-867-0986  
[reed.b.divertie@nasa.gov](mailto:reed.b.divertie@nasa.gov)

Firefly Aerospace Inc.  
Sean Reilly  
Building 1628  
Vandenberg SFS, CA 93437  
Phone: 805-606-5433  
[sean.reilly@firefly.com](mailto:sean.reilly@firefly.com)

## ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
JOHN F. KENNEDY SPACE CENTER

FIREFLY AEROSPACE INC.

BY: \_\_\_\_\_  
Amanda M. Mitskevich  
Manager, Launch Services Program

BY: \_\_\_\_\_  
Robb Kulin  
Chief Operating Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_